

॥ जय शिवराया ॥

२. न. ई. ९८

स्थापना विजयादशमी १९४५



श्री शिवाजी उदय मंडळ,

सातारा

२६१, मंगळवार पेठ, सातारा-४१५००२

फोन : ०२१६२ - २८२५३६ सायं. ६ ते ८, मोबा : ९४२२६०५४२४



शिवबांची प्रेरक शक्ती, खेळ, बलसंवर्धन, संस्कार हीच भक्ती

दिनांक ३१ JUN 2021

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed on Sunday ,01st August 2021

Between

Prof. Sambhajirao Kadam College, Deur, Tal. Koregaon, Dist.-Satara – 415 524 on FIRST PART

And

Sri. Shivaji Uday Mandal, Satara a duly organized and existing under the laws of India having its registered office at Sri. Shivaji Uday Mandal, 261, Mangalwarpath, Satara (hereafter referred to as “Sri. Shivaji Uday Mandal, Satara” which expression shall unless repugnant to the context or meaning thereof, include its successors, legal representative and permitted assignees) on SECOND PART

AND WHEREAS, Prof. Sambhajirao Kadam College, Deur is offering UG program in Arts, Commerce and Science and Certificate programs in Exercise for Health, Yoga, Sport and correlated activities

AND WHEREAS, “Sri. Shivaji Uday Mandal, Satara” is a registered institute, engaged in AND WHERE both Prof. Sambhajirao Kadam College, Deur and “Sri. Shivaji Uday Mandal, Satara” are desirous of associating with each other to expertise students of Prof. Sambhajirao Kadam College, Deur on Exercise for Health, Yoga, Sports and correlated activities will also help in conducting Expert Lectures/Seminars/Workshops/Internship/Visits/ Coaching & Consultancy (keep appropriate) as an addition Prof. Sambhajirao Kadam College curriculum in co-ordination with Prof. Sambhajirao Kadam College Faculties & Sport Director.

Now therefore, in consideration of the premises and the actual covenants herein contained, it is agreed by both Prof. Sambhajirao Kadam College and “Sri. Shivaji Uday Mandal, Satara” as under.

1.0 Definitions and Interpretation

1.1 “MOU” shall mean this Memorandum of Understanding executed between Prof. Sambhajirao Kadam College and “Sri. Shivaji Uday Mandal, Satara” on Sunday , 01st August 2021

1.2 “Party” or “Parties” shall mean Prof. Sambhajirao Kadam College and “Sri. Shivaji Uday Mandal, Satara” individually and collectively as the context may require;

1.3 The headings/subheadings/titles sub-titles are only for the sake of convenience and shall not be interpreted to restrict or otherwise affect the meaning or import of the clauses, which shall be interpreted solely in light of the contents thereof.

1.4 Use of words in the singular includes the plural and vice versa and the masculine gender includes the feminine where applicable.

1.5 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings. Any reference to 'Writing' includes printing, typing, lithography and other means of reproducing words in visible form.

2.0 SCOPE OF THE MOU

Both **Prof. Sambhajirao Kadam College** and "**Sri. Shivaji Uday Mandal, Satara**" shall encourage interactions between the Trainer, faculty members and students of both the organizations through the following arrangements:

2.1 Organization of Exercise for Health, Yoga, Sport and correlated activities;

2.2 Practical training of Exercise for Health, Yoga, Sport and correlated activities at College;

2.3 Joint guidance of student in TO BE INTRODUCED HERE and other areas of national interest at **Prof. Sambhajirao Kadam College** by "**Sri. Shivaji Uday Mandal, Satara**" on mutually agreeable terms.

2.4 "**Sri. Shivaji Uday Mandal, Satara**" may depute its personnel as visiting faculty at **Prof. Sambhajirao Kadam College, Deur** to teach any of the regular Course or specialized topics.

2.5 "**Sri. Shivaji Uday Mandal, Satara**" may seek assistance/guidance of **Prof. Sambhajirao Kadam College** faculty member/s in process modification, modernization, trouble shooting, etc.

2.6 Would allow the visits of students for half/full day to provide them with an exposure to various equipment, instrument, etc.

2.7 "**Sri. Shivaji Uday Mandal, Satara**" may showcase its business activities at the seminar/workshop/conference, etc. at **Prof. Sambhajirao Kadam College**.

2.8 "**Sri. Shivaji Uday Mandal, Satara**" may avail Ground, Hall, Mike and Sound System, Internet, Computational facilities at **Prof. Sambhajirao Kadam College**.

3.0 Responsibility Structure

3.1 **Prof. Sambhajirao Kadam College** shall provide the infrastructure of systems, LCD projector etc. for the Expert Lectures. Also the Gymkhana and other Sport equipment available in the Sport Department.

3.2 "**Sri. Shivaji Uday Mandal, Satara**" shall make for arrangements & coordination, training programme, Process of necessary Appointments Program, Expert Lectures as well as Visits in co-ordination with staff & HoD **Prof. Sambhajirao Kadam College**.

3.3 **Prof. Sambhajirao Kadam College** shall create awareness amongst its students for promotion of the activity especially special training Program.

4.0 Certification

4.1. Upon completion of the Program, "**Sri. Shivaji Uday Mandal, Satara**" & **Prof. Sambhajirao Kadam College, Deur** will jointly conduct technical assessment for students. The students qualifying the technical assessment shall be certified with completion certificate.

5.0 Relationship

This MOU relates solely to the intention of the parties, wherein **Prof.Sambhajirao Kadam College** and "**Sri. Shivaji Uday Mandal, Satara**" jointly work together and shall not extend to any other activity or create a partnership between the Parties hereto and under any law of any country. The parties agree that it is not their intention to share any loss or profit between them in their respective fields, except to the extent expressly provided herein.

6.0 Authority to Bind

No party shall act on behalf of the other party to contractually bind the other Party under the terms of this MOU having first obtained the other Party's written agreement.

7.0 Confidential and Proprietary Information

7.1 "Confidential Information" shall mean all information, including the material and licenses or other information if any so given to Prof. Sambhajirao Kadam College, written or verbal, identified as confidential or of a nature that a reasonable person would understand as being considered confidential by Name of the Company and disclosed by Name of the Company to **Prof. Sambhajirao Kadam College** or its faculty which is related to "**Sri. Shivaji Uday Mandal, Satara**" information such as course material, training data, guidance notes, procedures, methodology, etc.

7.2 **Prof. Sambhajirao Kadam College** shall not disclose "**Sri. Shivaji Uday Mandal, Satara**" confidential information without first obtaining written consent from Name of the Company.

8.0 Termination

Five Years (01st August, 2021 to 31st July, 2025) year from the date of signing of MOU, unless renewed on a mutually agreed terms and condition for a further period. During the initial term or any renewal term, either party may terminate this MOU, after mutually agreed days, with prior written notice to the other party.

9.0 Assignment

This MOU shall not be assigned or otherwise transferred by any Party, in whole or in part, without the express written consent of the Other Party.

10.0 Consequential Damages

Other than explicitly mentioned in this MOU, either Party shall not under any circumstances or at any time be liable to the other under or in connection with the MOU for any special or any direct or indirect loss or damage or for any consequential loss or damage, whether direct or indirect, including but without limiting the generality of the foregoing, loss of profits, loss of production, or loss of opportunities.

11.0 Severability

If any provision of this MOU or the application thereof to any person, entity or circumstance shall be invalid or unenforceable to any extent, the remainder of this MOU shall not be affected thereby and the application of such provision shall be enforced to the greatest extent permitted by law.

12.0 Arbitration

12.1 All disputes, differences or claims arising out of or in relation with this MOU not limited but inclusive of as regards to rights, liabilities, damages, claims, breach or interpretation of this MOU between the Parties shall be referred to arbitration.

12.2 Any party shall give a written notice to other party of existing such dispute, difference or claim. On receipt of such notice within 15 days, the Head of Institution of **Prof. Sambhajirao Kadam College** and Partner, "**Sri. Shivaji Uday Mandal, Satara**" or any other persons so nominated by the

respective Parties, shall meet together and try to resolve such dispute, difference or claim amicably. If such amicable solution is not arrived within one month, then the matter shall be referred to Arbitration.

12.3 The place of arbitration shall be Satara. The arbitration proceedings shall be conducted in English/Marathi as per the rules of The Arbitration and Conciliation Act 1996 by three (3) arbitrators appointed in accordance with the said Rules. The Arbitration Decision shall be final and binding.

13.0 Governing Law

The agreement shall be governed by Law of the Land.

14.0 Notices

14.1 Any notice and other communications provided for in the Agreement shall be in writing in English/ Marathi and shall be first transmitted by facsimile transmission and/or by internationally recognized courier service, in the manner as elected by the Party giving such notice: In the case of notices to Name of the Company.

Office Address: "Sri. Shivaji Uday Mandal, 261, Mangalwarpeth, Satara"

College Address : Prof. Sambhajirao Kadam College, Deur, Tal. Koregaon, Dist.Satara 415 524

14.2 Either Party may, from time to time, change its address or representative for receipt of notices or other communications provided for in this Agreement by giving to the other not less than 15 days prior written notice.

15.0 Entire understanding

This MOU expresses the whole agreement reached between the Parties. Consequently, this Agreement supersedes any previous letter or document of whatsoever nature exchanged between the Parties with respect to this Agreement.

16.0 Waiver

The waivers by one Party hereto of any default hereunder or of any covenant, agreement or condition contained herein shall not be construed to constitute a waiver of any other default or breach hereof whether similar or otherwise.

17.0 Amendment

No amendment to this MOU shall be valid and binding to the Parties unless it is made in writing and signed by authorized representatives of all Parties to this Agreement. In witness whereof the Parties have caused this Agreement to be executed by their duly authorized representatives on this -----

For Name of the Company

Name:

Designation:

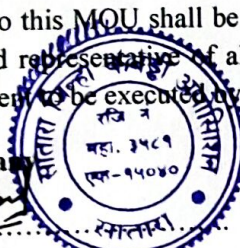
Witness:

Name: Sabale T. R.

Sport- Physical Director

Witness:

Name:



Name : Dr. Bhosale B. N.

Designation: Principal

Witness:

Name: ...

Witness:

Name: ...

Dr. B. N. Bhosale
Principal,

Prof. Sambhajirao Kadam College,
Deur, Tal. Koregaon, Dist. Satara.

अध्यक्ष
जिमखाना विभाग,
प्रा. संभाजीराव कदम महाविद्यालय,
देऊर (सातारा)

Signature of Dr. B. N. Bhosale

Signature of Witness